

**Declaration of Restrictive Covenants of
Serenity Ranch Estates
Phase II**

Basic Information

Declarant's Address:

CCC&S Family LLC
703 Osuna Rd. NE #6
Albuquerque, NM 87113

Property: Serenity Ranch Estates Subdivision, which consists of all designated Lots, according to the map or plat thereof filed of record in Map 2, Slide 68B, of the Map Records of Burleson County, Texas and any amendments thereto.

DEFINITIONS

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means CCC&S Family LLC, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every Owner of a fee interest on the Plat.

"Plat" means the Plat of the Property recorded in Map 2, Slide 68B, of the Map Records of Burleson County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a number of unrelated roommates not exceeding the number of bedrooms in a Residence"

"Structure" means any improvement on a Lot (other than a Residence), including but not limited to a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

CLAUSES AND COVENANTS

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agree to comply with this Declaration.

B. Plat, Reservations and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to any structure, object, landscaping, or road in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

5. Declarant reserves for itself, its successors and assigns, a perpetual utility drainage and electrical easement in, along, under, over, across, and through a thirty (30) foot strip around the entire perimeter of each Lot in the Subdivision.

6. Building Setbacks: No Dwelling or other structure shall be erected nearer than fifty (50') foot from a public or street line and fifty (50') foot of a property line than that allowed by the applicable plat or other recorded documents. Driveways shall be permitted to be placed within a setback.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and Structures, outlined herein covenants for use by a Single Family.
2. *Prohibited Activities.* Prohibited activities are -
 - a. Any activity that is otherwise prohibited by this Declaration;
 - b. Any illegal activity;
 - c. Any nuisance or noxious or offensive activity;
 - d. Any dumping or accumulation of rubbish or trash;
 - e. No junk yards will be allowed. No part of the property will be used as a dumping ground for rubbish, trash or waste.
 - f. Any non-agricultural commercial or professional activity. Furthermore, the breeding, raising or holding of any swine or poultry for commercial purposes is prohibited;
 - g. The display of any sign except -
 - i. One used for the advertising of the Lot for sale or for rent or advertising a garage or yard sale; and
 - ii. Political signage not prohibited by law;
 - h. Installing a mobile home, manufactured home, manufactured housing, motor home, modular home, container home, or house trailer on a Lot;
 - i. Moving a previously constructed house onto a Lot;

- j. Storage of one (1) motorhome or recreational vehicle (RV) is permitted on the owner's lot sixty (60) days prior to and during the construction of the residence unless stored in a Structure. RV or motorhome must be stored or located at least 20ft behind the Residence. Sewage must be disposed of offsite or into a septic system.
- k. Interfering with a drainage pattern or the natural flow of surface water;
- l. Occupying a Structure that does not comply with the construction standards of a Residence;
- m. The keeping of any animal or household pet in any manner that constitutes a nuisance. All animals must further be confined to the owner's property; and
- n. Excessive or non-personal use of any firearms or other weapons or use of such that constitutes a nuisance.

D. Construction and Maintenance Standards

1. *Lots*

- a. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- b. *Septic Tanks.* No residential dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system that is approved by the county.
- c. *Subdivision Prohibition.* No Lot may be further subdivided.

2. *Residence and Structures*

- a. *Structure Type.* Only single-family residential dwellings and appurtenances ordinary to residential living and farming and ranching shall be permitted.
- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least twelve hundred (1,200) square feet.
- c. *Guest House.* Only one structure other than the Residence can have any type of living facilities, limited to 800 square feet of living space.
- d. *Antennae.* No antennae, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any lot.

3. *Entrances and Driveways.*

a. *Gates, entrances and driveways.* Must meet all County and State standards and regulations. All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways must be across a culvert with sloped sides as determined by Burleson County or other governmental authority having jurisdiction. Furthermore, it is the Lot Owner's responsibility to maintain and keep clean the drainage ways and culvert associated with his Lot. All driveways must be a minimum of ten feet (10') wide.

E. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner or Declarant to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended or the covenants and restrictions hereof terminated, in whole or in part, as follows:
Any such amendment or termination shall be effected only by a written instrument signed by the Owners of not less than seventy-five (75%) of the Lots in the Subdivision and duly recorded in the office of the County Clerk of Burleson County, Texas.
5. *Severability.* The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.
8. *References.* References herein to the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine, and the feminine shall include the masculine.

9. *No Warranties or Representations.* There is no warranty or guaranty by Declarant that the Property, any improvement thereto, or any portion thereof has a particular financial value or is fit for a particular purpose.

Executed this 31st day of August, 2021.

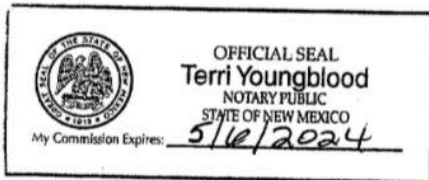


D.A. McCall, managing member
CCC&S Family, LLC

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 31st day of August, 2021, by D.A. McCall, managing member of CCC&S Family, LLC, a New Mexico limited liability company, on behalf of said company.





Notary Public, State of New Mexico



VG-3091-2021-4933

Burleson County
Anna L. Schielack
Burleson County Clerk

Instrument Number: 4933

Real Property Recordings

DECLARATION OF RESTRICTIVE COVENANTS

Recorded On: September 23, 2021 10:17 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$46.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 4933
Receipt Number: 20210923000003
Recorded Date/Time: September 23, 2021 10:17 AM
User: Rachel E
Station: Clerk01

Record and Return To:

ARMSTRONG PROPERTIES
115 W BUCK
CALDWELL TX 77836



STATE OF TEXAS
Burleson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Burleson County, Texas

Anna L. Schielack
Burleson County Clerk
Burleson County, TX